

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comair, Inc.		09/26/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	General Electric Capital Coporation		
Street Address:	1100 Abernathy Road, Suite 900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2508582	BUILDING ON OUR SUCCESS	
Registration Number:	2638933	COMAIR	
Registration Number:	1514873	COMAIR	
Registration Number:	2683848	COMAIR	
Registration Number:	2553482	COMAIR NAVIGATOR	
Registration Number:	1323739	COUNT ON COMAIR	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	allison.cohen@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Allison Cohen		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Allison Cohen		

CH \$165.00 2508582

900032937

TRADEMARK
REEL: 003166 FRAME: 0452

Signature:

/Allison Cohen/

Date:

09/28/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2005, by COMAIR, INC., an Ohio corporation, as a debtor and debtor in possession under chapter 11 of title 11 of the Bankruptcy Code ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Secured Super-Priority Debtor in Possession Credit Agreement, dated as of September 16, 2005, by and among Grantor and the other Credit Parties signatory thereto, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Secured Parties, the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants Administrative Agent, on behalf of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMAIR, INC.

By: [Signature]Name: Donald C. BarnhorstTitle: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATIONBy: _____
Name: _____
Title: _____ACKNOWLEDGMENT OF GRANTORSTATE OF Kentucky)
COUNTY OF _____) ss.

On this 26 day of September, 2005 before me personally appeared Don Barnhorst, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Comair Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary PublicCommission expires
2/2008

{seal}

[SIGNATURE PAGE TO COMAIR, INC. TRADEMARK SECURITY AGREEMENT]

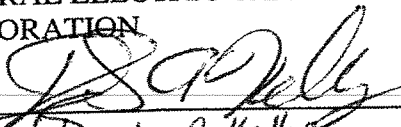
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMAIR, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Douglas A. Kelly
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark Name	Owner	Registration No	Registration Date
BUILDING ON OUR SUCCESS	COMAIR, INC.	2508582	11/20/2001
COMAIR	COMAIR, INC.	2638933	10/22/2002
COMAIR (Stylized)	COMAIR, INC.	1514873	11/29/1988
COMAIR (2001 STYLIZED LOGO)	COMAIR, INC.	2683848	2/4/2003
COMAIR NAVIGATOR & DESIGN	COMAIR, INC.	2553482	3/26/2002
COUNT ON COMAIR	COMAIR, INC.	1323739	3/5/1985

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.